

**Yamhill Community Care Organization
Letter of Agreement**

This Letter of Agreement (hereinafter "Agreement") is made and entered by and between Yamhill Community Care Organization, dba Yamhill Community Care (hereinafter "Yamhill CCO") and Yamhill County, a political subdivision of the State of Oregon, acting by and through Yamhill County Health and Human Services Department (hereinafter "Provider"). The effective date of this Agreement shall be October 1st, 2021 through September 30th, 2022.

Project: *Sheridan Housing Project*
Contact/Lead: Jason Henness
Phone: 503-434-7523
Email: hennessj@co.yamhill.or.us

Yamhill CCO Contact: Seamus McCarthy Ph.D.
Phone: 503-376-7424
Email: smccarthy@yamhillcco.org

Background.

Yamhill CCO will partner with Provider on the Sheridan Housing Project (the "Project") which will provide 72 units of permanent peer supported housing for individuals and families in recovery from substance use disorders in three phases:

- Phase one- 30 units
- Phase two- 30 units
- Phase three- 12 units

The Project complex will provide a supportive environment inclusive of on-site peer support, groups, mindfulness, educational classes, and healthy activities. The goal is to build connection and community for sustained recovery and wellness. In addition to the onsite services, the Project complex is adjacent to a retirement community and the goal is to build additional natural supports between the two populations. Residents in the retirement community can support individuals and families in the Project complex through gardening support, childcare, etc. Individuals and families in the Project complex can support residents in the retirement community as well.

This housing-related project addresses the following Social Determinants of Health domains, as specified in OAR 410-141-3735(3)b(): Neighborhood and built environment, Social and community health, Economic stability.

The program aligns with Yamhill CCO's Community Health Improvement Plan Focus Area Social Determinants of Health, Objective 1: Increase the number of community members who are connected to stable housing. It also aligns with other community CHIPS, including Yamhill County Public Health's Priority Area Trauma Reduction, Strategic Initiative 2: Enhance protective factors that contribute to overall community wellness and safe, stable, and nurturing families. The Providence Hospital CHIP includes strategies regarding referring community members to local housing resources and exploring transitional housing for the medically fragile. The Confederated Tribes of Grand Ronde and the Confederated Tribes of the Siletz Indians both list Housing as a Priority Area in their respective plans.

I. Evaluation Measures.

Provider will utilize Yamhill CCO funding to address strategic, community-aligned Social Determinants of Health and Equity (SDOH-E) initiatives through the following:

- Construct a 72-unit facility for provision of housing and behavioral health services.
- Begin Phase Three of the Project in 2022.
- Provide permanent supportive housing to individuals and their families in recovery to increase the likelihood of successful recovery and sustained housing.
- Offer a recovery-centered facility inclusive of on-site peer support, groups, mindfulness, educational classes, and healthy activities for residents.

II. Reporting.

Provider will submit biannual reporting on the subsequent evaluation measures to demonstrate progress toward the goals of initiative as follows:

- October 1st, 2021 – February 29th, 2022; report due *March 31st, 2022*
 - March 1st, 2022 – August 31st, 2022; report due *September 30th, 2022*
- 1) Demonstrate progress toward completion of Project facility build and implementation of housing and supports for a 72-unit housing complex, with Phase Three beginning in 2022.
 - 2) Report on the following:
 - a. Housing referrals, including number of referrals, referral source, and demographics
 - b. Duration residents live in Project complex
 - c. Support activity data, including number, type, and attendees at each activity, group, and class
 - d. Number of residents successfully completing substance use disorder treatment
 - e. Number of peer services and contacts provided to residents
 - 3) For all program participants, provide, at minimum:
 - a. Race/ethnicity, age, language, disability status, sexual orientation, gender identity
 - b. Homelessness status, income, substance use status
 - 4) Achieve and demonstrate permanent supportive housing for individuals in recovery and their families

III. Payments.

Yamhill CCO agrees to fund the Project \$314,808 to be distributed in the 4th quarter of CY2021 using CY2020 Supporting Health for All through REinvestment (SHARE) funds.

IV. Miscellaneous.

- a. Parties agree that all payments are at the sole discretion of the Yamhill CCO Board of Directors and does not imply or guarantee ongoing funding.
- b. Each party shall keep information confidential and shall not use or disclose, except for the purpose of performing their obligation hereunder or as otherwise required by law. "Confidential Information" shall mean confidential information a party receives or learns from the other party hereunder that is the subject of efforts that are reasonable under the circumstances to maintain its secrecy and that relates to the party's business, services, personnel, contracts, subcontracts, suppliers, patients, providers, business partners, marketing plans or strategies, or finances. Any unauthorized disclosure or violation of information resulting in a breach of confidentiality, integrity, security, or compromise of proprietary business information shall be cause for termination of agreement, and/or possible legal action under applicable state and federal laws. Provider agrees to uphold all confidentiality provisions of the Agreement between Yamhill CCO and Provider, and specifically safeguard the health information of Yamhill CCO members as it applies to activities related to this Project and program.
- c. Provider will comply with HIPAA, HITECH, and other Applicable Laws regarding privacy and security of personally identifiable information, Electronic Health Records, and hard copies thereof. Provider agrees to share data securely with Yamhill CCO as appropriate within the scope of this Project, and collect participant-specific data, including demographic data and OHP status, at minimum.
- d. Yamhill CCO and Provider are the only parties entering into this Agreement. Provider is an independent contractor and nothing in this Agreement shall create or be construed to create the relationship of principal and agent, or the relationship of partnership or joint venture. Yamhill CCO's agents, officers, or employees shall not be considered or considered to be employees of Provider and Provider's agents officers or employees likewise shall not be construed to be employees of Yamhill CCO. Provider may use the funds disbursed through this Agreement to distribute subgrants but may not use the funds disbursed through this Agreement to fund any third party for new projects or work outside of the Project unless expressly described in this Agreement in advance.
- e. Yamhill CCO encourages culturally responsive and equity-oriented practices that recognize and support people of all backgrounds, beliefs, and identities. Yamhill CCO is committed to serving the community in the way that is most appropriate to the individualized needs of the population while celebrating its diversity. To do this, any partnerships that Yamhill CCO develops must have a mutual agreement to promote acceptance, inclusion, and respect in their practices and in their community.
- f. In compliance with state and federal laws and regulations, Provider will not discriminate on the basis of age, color, disability, gender identity or expression, genetic information, marital status, national origin, race, religion, sex, sexual orientation, or veteran status in any of their policies, procedures, or practices.
- g. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement, it being understood that all parties need not sign the same counterpart.

- h. No assignment of this Agreement by either party shall be valid without the prior written consent of the other party. Any attempted assignment in contravention of this Section shall be null and void.
- i. The parties intend the terms of this Agreement and their relationship to comply with all applicable laws, ordinances and regulations. Further, during the term of and with respect to their performance under this Agreement each party shall remain in compliance with all applicable laws, ordinances and regulations. This Agreement shall be deemed amended to conform to any change in applicable laws or regulations which affect the provisions of the Agreement. The amendment shall be effective on the date such change becomes effective.
- j. Provider and Yamhill CCO each agree to defend, indemnify and hold harmless the other, including the other's officers, directors, employees, contractors, subcontractors, agents, and affiliates from and against any and all third party claims, demands, enforcement proceedings, law suits, losses, damages and expenses, including attorney's fees or penalties, arising out of or that are caused or occasioned by its own negligent act or omission in performance of its duties or obligations under this Agreement. Provider and Yamhill CCO acknowledge and agree that Provider's above indemnification obligations are subject to and limited by Article XI, section 10 of the Oregon Constitution and by the Oregon Tort Claims Act. This indemnity requirement shall survive termination of this Agreement. Notwithstanding anything contrary in this Agreement, Provider shall not be liable to Yamhill CCO, via indemnification or otherwise, for claims, demands, enforcement proceedings, lawsuits, losses, damages or expenses that occur based on Provider's good faith reliance on the accuracy and truthfulness of information received from third parties, including but not limited to the Yamhill CCO, Yamhill CCO members, or health care providers.
- k. No modification of this Agreement, including the attached Exhibit shall be valid unless in writing and signed by all of the parties. As between the parties, no terms and conditions contained in an electronic notification shall be of force or effect.
- l. This Agreement including its Exhibits constitutes the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all prior communications, representations, and agreements, oral or written, of the parties with respect to the subject matter contained herein.
- m. If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and its implementing regulations to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect unless the invalidity substantially modifies the benefit of this contract to either party.
- n. Waiver by any party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision. Effective waivers of any provision of

- m. Waiver by any party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision. Effective waivers of any provision of this Agreement must be set forth with specificity in writing and signed by the waiving party.
- n. To the extent not preempted by Federal law, this Agreement shall be interpreted and enforced according to the laws of the State of Oregon, without regard to choice of law analysis.
- o. This Agreement may be terminated (i) by written agreement of both parties if the requirements are not met, or (ii) by either party with written notice to the other party no less than thirty (30) days in advance of termination.

Yamhill CCO and Provider, by their signatures below, acknowledge that they have read this Agreement, understand it and agree to be bound by its terms and conditions.

Agreed to on behalf of Yamhill County
Health & Human Services (YHHS):



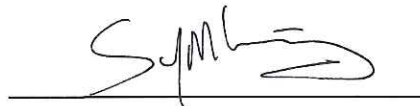
Signature

Name: Mary Starrett

Title: Chair, Board of Commissioners

Date: 12/3/21

Agreed to on behalf of Yamhill CCO:



Signature

Name: Seamus McCarthy, PhD

Title: President and Chief Executive Officer

Date: December 2, 2021

Accepted by Yamhill County
Board of Commissioners on
11/22/21 by Board Order
21-473